



UPSHUR COUNTY COMMISSIONERS COURT
GILMER, TEXAS

May 24, 1982

Commissioners Court met in Regular Session with all members present. Judge Dean read the minutes of the May 10, 1982 meeting. Motion by J. W. Meadows seconded by Floyd Drennan to approve the minutes with an amendment. Motion carried.

Ms. Garner with Jarvis Christian College met with the Court asking for a \$5,000.00 donation from the County for Health Care Services. Ms. Garner was told that the County will consider this when planning the budget for the coming year.

Motion by Floyd Drennan seconded by J. W. Meadows to send letters to Allen Machinery Co. Inc., Longview, and Darr Equipment Company, Dallas informing them of the County's intention to exercise the purchase option to pay off a Caterpillar 120G Motor Grader, SN87V3890, in the amount of \$32,000.00 and a 570A Motor Grader SN 05819, in the amount of \$27,000.00. Motion carried. Copy attached.

Motion by Floyd Drennan seconded by J. W. Meadows to approve a request by Superintendent Jack Cockrill to fix a bus turn-around at the driveway of Johnnie and Jane Davidson on Armadillo Road. Motion carried. Copy attached.

Motion by Charles Still seconded by J. W. Meadows to approve an Interlocal Agreement between East Mountain and Upshur County. Motion carried. Copy attached.

Motion by J. W. Meadows seconded by Delmo Lawson to approve a Special Road Use Agreement Contract by Well Tech, Inc. for use of Lavender Road. Motion carried. Copy attached.

Motion by Delmo Lawson seconded by J. W. Meadows to approve a Special Road Use Agreement Contract by International Paper Company for use of Kingfisher, Goldfinch, Bob O Link, and Guinea Roads. Motion carried. Copy attached.

Motion by Floyd Drennan seconded by Delmo Lawson to approve a Permit Application by Katie Sester to place a culvert within the ROW of Groundhog Road. Motion carried. Copy attached.

Motion by J. W. Meadows seconded by Floyd Drennan to approve a Permit Application by Louie Adams to place a water line within the ROW of Begonia Lane. Motion carried. Copy attached.

Motion by J. W. Meadows seconded by Floyd Drennan to approve a Permit Application by Frank Yeager to place a culvert within the ROW of Landing Road. Motion carried. Copy attached.

Motion by Floyd Drennan seconded by J. W. Meadows to approve the Deputation of Debbie Henderson in the Clerk's Office. Motion carried. Copy attached.

Motion by J. W. Meadows seconded by Delmo Lawson to approve the appointment of the Honorable Welby K. Parish as Assistant Criminal District Attorney and Special Prosecutor. Motion carried. Copy attached.

Motion by J. W. Meadows seconded by Charles Still to accept a deed for ROW on Hwy. 300 from Norton Lovell and wife, Lou Ethel Lovell. Motion carried. Copy attached.

Motion by Delmo Lawson seconded by J. W. Meadows to approve the following payroll changes :

Nancy Onstad	Sheriff's Office	Re-Evaluation of Existing Job
Jo Ann Loftis	Clerk's Office	Length of Service Increase
George Pool	Pct. 3	" " " "
Alica Blasingame	DA Office	" " " "
Floydia Chalk	Pct. 3	" " " "

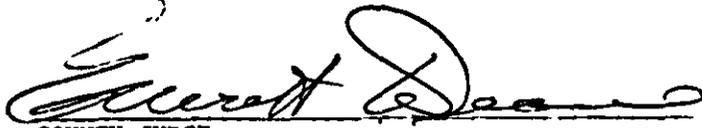
Motion carried. Copies attached.

County Auditor Keith Barber met with the Court to report on the auditor's meeting that he recently attended. He and County Tax Assessor Collector Bill Jones also discussed the Counties' need for a computer.

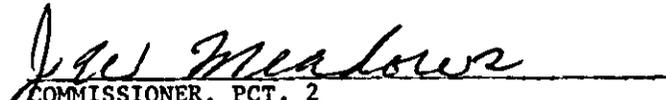
Motion by Delmo Lawson seconded by J. W. Meadows to add a 15 % delinquent tax penalty to the 1981 taxes. Motion carried.

Motion by Floyd Drennan seconded by J. W. Meadows to approve payment of the unpaid bills. Motion carried. Copy attached.

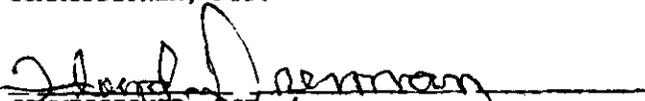
Motion by Charles Still seconded by Delmo Lawson to adjourn. Motion carried.


COUNTY JUDGE


COMMISSIONER, PCT. 1


COMMISSIONER, PCT. 2


COMMISSIONER, PCT. 3


COMMISSIONER, PCT. 4



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

May 17, 1982

Allen Machinery Co. Inc.
P.O. Box 7389
Longview, Texas 75644

Dear Sirs:

This is our written notice of our intention to exercise our purchase option of (1) 570A Motor Grader, SN 05819, in the amount of \$27,000.

Upon receipt of invoice for this amount submitted to the Upshur County Auditor payment will be made as per agreement by July 24, 1982.

Sincerely,

[Signature]
County Judge

[Signature]
Commissioner Pct. 1

Commissioner Pct. 2

[Signature]
Commissioner Pct. 3

Commissioner Pct. 4

[Signature]



UPSHUR COUNTY COMMISSIONERS COURT

GILMER, TEXAS

May 17, 1982

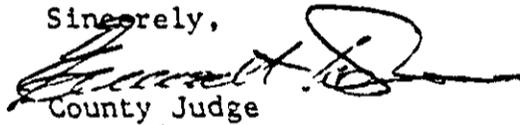
Darr Equipment Company
P.O. Box 3652
Dallas, Texas 75285

Dear Sirs:

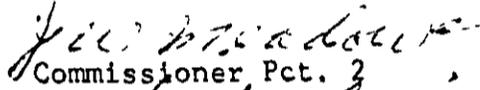
This is our written notice of our intention to exercise our purchase option of (1) Caterpillar 120G Motor Grader, SN 87V3890, in the amount of \$32,000.

Upon receipt of invoice for this amount submitted to the Upshur County Auditor payment will be made as per agreement by July 24, 1982.

Sincerely,


County Judge


Commissioner Pct. 1


Commissioner Pct. 2


Commissioner Pct. 3


Commissioner Pct. 4

VOL 22 PG. 365

Gilmer Public Schools

OK.

P. O. DRAWER 40

Gilmer, Texas 75644

JACK E. COCKRILL
SUPERINTENDENT

TELEPHONE 843-2525

J. M. MARSHALL BUSINESS MANAGER
TAX COLLECTOR

May 12, 1982

Judge Everette Dean
Upshur County Judge
Upshur County Courthouse
Gilmer, Texas 75644

Dear Judge Dean:

The driveway of Johnnie and Jane Davidson on Armadillo Road just off Cherokee Trace is used as a bus turn-around. The Spring rains have created a problem in their yard. We would appreciate it if you could assist us with an all-weather surface at this location.

Thank you for your assistance.

Sincerely,

Jack Cockrill

Jack Cockrill
Superintendent

JC:mm

INTERLOCAL GOVERNMENTAL AGREEMENT PURSUANT TO
ARTICLE 4413 (32c) T.C.S.

THE STATE OF TEXAS X
 X
COUNTY OF UPSHUR X

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT made between the County of Upshur, Texas, by and through the Commissioners Court of Upshur County, hereinafter called UPSHUR COUNTY and the City of East Mountain, Texas, by and through its Mayor, Ralph Collins, and its City Council, hereinafter called EAST MOUNTAIN, subject to approval of both governmental bodies within the provisions of the Open Meeting Act and the law of the State of Texas, shall be as follows:

W I T N E S S E T H

I.

For consideration herein recited, UPSHUR COUNTY agrees to pay EAST MOUNTAIN'S 10% share (the State pays 90%) for right of way acquisition and utility adjustments, if any, to be described herein if EAST MOUNTAIN is proved unable to pay said share to the satisfaction of UPSHUR COUNTY Commissioners' Court. In consideration therefore UPSHUR COUNTY is duly authorized to act as agent of EAST MOUNTAIN in the acquisition of said right of way within Corporation Limits by purchase and/or eminent domain proceedings and all other things necessary to comply with right of way agreements between EAST MOUNTAIN and the Texas State Department of Highways and Public Transportation and between UPSHUR COUNTY and said Department, both being made part thereof by reference, with the Corporate Limits of EAST MOUNTAIN involved being described and illustrated by Exhibit A attached hereto, same being a map styled "J. W. Whitehurst 222.0 ac" which is hereby incorporated by reference herein for all interests and purposes. All reimbursements for said acquisition by the Texas State Department of Highways and Public Transportation will be to UPSHUR COUNTY; and, UPSHUR COUNTY shall receive the benefit of having curves straightened and the roadway widened and improved on a portion of State Highway 300, specifically the Intersection of State Highway 300 with Farm Road 726, so as to

enhance the public health, safety and welfare to both the citizens of UPSHUR COUNTY as well as EAST MOUNTAIN concerning the highway and tract of land described which is the concern of both UPSHUR COUNTY and EAST MOUNTAIN due to the many accidents and deaths which have occurred along and upon State Highway 300 in EAST MOUNTAIN and UPSHUR COUNTY.

II.

For the consideration above described EAST MOUNTAIN authorizes UPSHUR COUNTY to purchase the right of way described by the shaded area adjacent to State Highway 300 as shown on Exhibit A attached hereto:

III.

EAST MOUNTAIN hereby appoints UPSHUR COUNTY, its agents, representative and assigns, as its agent and representative to purchase said right of way and grants to UPSHUR COUNTY the power of eminent domain in behalf of EAST MOUNTAIN and EAST MOUNTAIN hereby authorizes UPSHUR COUNTY to take all lawful necessary acts to accomplish the purpose stated in this instrument.

WITNESS OUR HANDS in triplicate, either of which may be used as an original, this the 27th day of ~~February~~ ^{MAY}, A.D. ~~1982~~ ¹⁹⁸².

Everett Dean
EVERETT DEAN, COUNTY JUDGE, UPSHUR COUNTY, TEXAS

Delmo Lawson
DELMO LAWSON, COMMISSIONER PRECT. 1, UPSHUR COUNTY, TEXAS

J. W. Meadows
J. W. MEADOWS, COMMISSIONER PRECT. 2, UPSHUR COUNTY, TEXAS

Charles Still
CHARLES STILL, COMMISSIONER PRECT. 3, UPSHUR COUNTY, TEXAS

Floyd Drennan
FLOYD DRENNAN, COMMISSIONER PRECT. 4, UPSHUR COUNTY, TEXAS



J. B. Hill, Jr.
J. B. HILL, JR., COUNTY CLERK,
UPSHUR COUNTY, TEXAS

Ralph B. Collins

RALPH COLLINS, MAYOR, CITY OF EAST MOUNTAIN, TEXAS

Gene L. Wilson

ALDERMAN

Charles D. Mullis

ALDERMAN

J. R. Buckitt

ALDERMAN

Aubrey M. Johnson

ALDERMAN

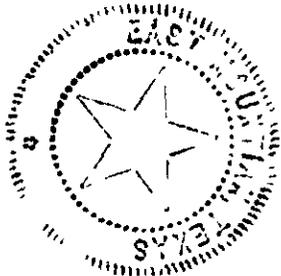
Felix C. Pace

ALDERMAN

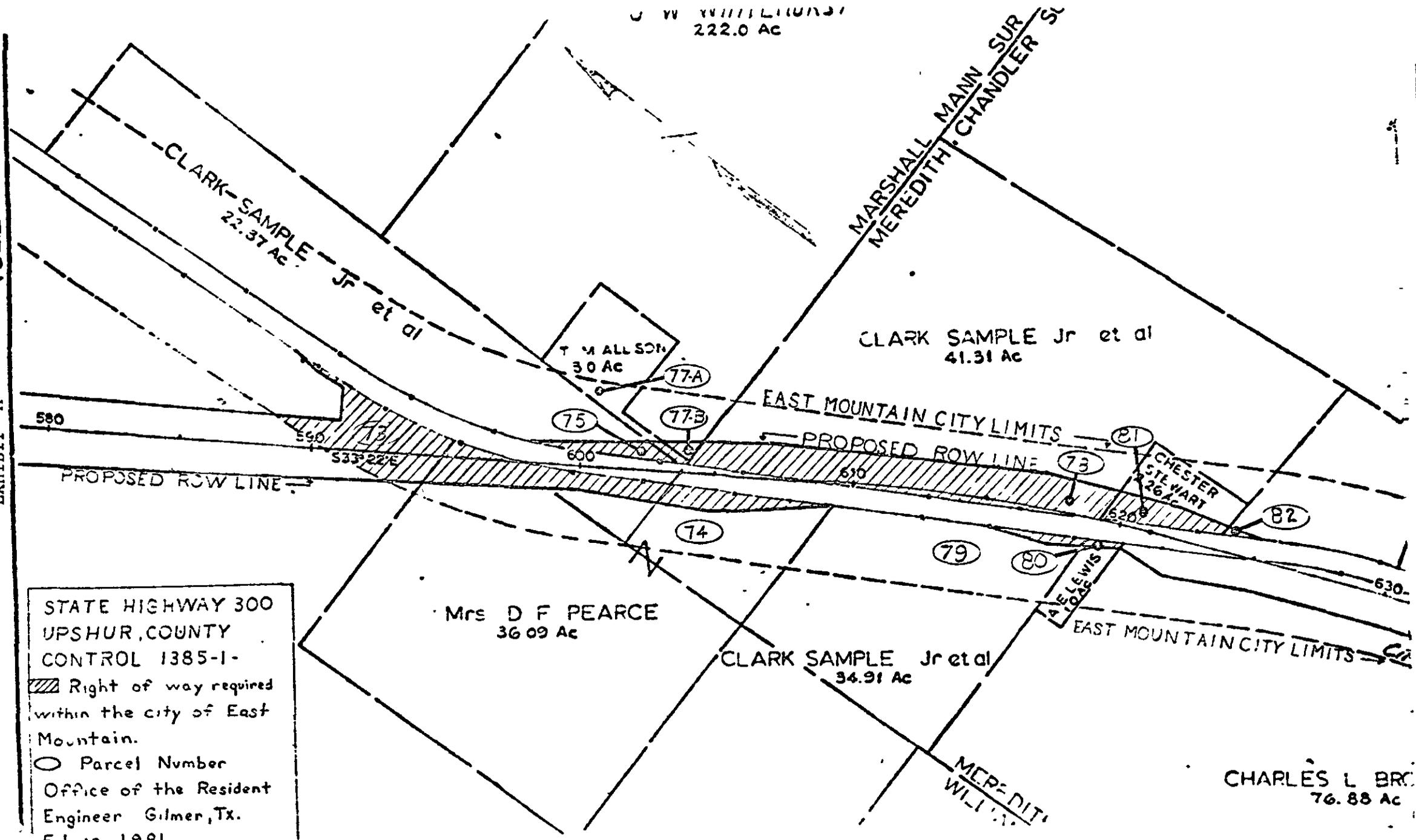
ATTEST:

Judy Kerschner

CITY SECRETARY, CITY OF EAST
MOUNTAIN, TEXAS



J W WILLIAMS
222.0 Ac



STATE HIGHWAY 300
 UPSHUR COUNTY
 CONTROL 1385-1-

 Right of way required
 within the city of East
 Mountain.

 Parcel Number

Office of the Resident
 Engineer Gilmer, Tx.
 Feb 10, 1981

ORDINANCE NO. 22

AN ORDINANCE FOR THE CITY OF EAST MOUNTAIN APPROVING AND AUTHORIZING THE MAYOR AND CITY COUNCILMEN TO EXECUTE FOR AND IN BEHALF OF THE CITY OF EAST MOUNTAIN, TEXAS, A CONTRACT BY AND BETWEEN SAID CITY AND THE COUNTY OF UPSHUR; FOR THE COUNTY OF UPSHUR TO ACQUIRE RIGHTS OF WAY FOR AND ON BEHALF AS THE AGENT OF EAST MOUNTAIN AND SAID UPSHUR COUNTY TO PAY FOR SAID ACQUISITION DECLARED AN EMERGENCY: TO BECOME EFFECTIVE UPON ITS PASSAGE AND APPROVAL

WHEREAS, the State Department of Highways and Public Transportation has approved a project for State Highway 300 from 2.1 miles north of FM 726 to 1.5 mile south of FM 726 (3.6 miles) in Upshur County and part of which limits fall within the city limits of the City of East Mountain, Texas, and

WHEREAS, the said City of East Mountain is financially unable to pay for said right of way and utility adjustments, if any, expected of it, and

WHEREAS, the County of Upshur, acting by and through the Commissioners' Court, and acting upon the request of the City of East Mountain for assistance, has agreed to negotiate and acquire said right of way for and in behalf of the City of East Mountain and assume the financial responsibility for such acquisition, and

WHEREAS, it is of mutual benefit for the City of East Mountain and Upshur County for the safety and protection of its citizens and the traveling public that an agreement be entered into by and between the City of East Mountain and the County of Upshur for said purpose and that it is expedient that this ordinance be passed;

NOW, THEREFORE, be it ordained by the City Council of the City of East Mountain:

- Section 1. That the Mayor and City Council as a body are hereby authorized to execute for and on behalf of the City and that the City Secretary is hereby directed to attest to the Contractual Agreement and to affix the proper seal of the City thereto.
- Section 2. That a copy of said contract is attached hereto and made a part hereof as though fully typed at this point.
- Section 3. That the County of Upshur, upon the execution and approval of both parties of said agreement, is hereby duly authorized to act for and on behalf of the City of East Mountain with full powers of eminent domain in the name of the City inside the city limits all according to the terms of said contract.
- Section 4. The fact that the City of East Mountain is financially unable to acquire said right of way and that the County of Upshur has graciously offered to acquire it for and on

behalf of East Mountain and that the reconstruction and relocation of said highway is greatly needed in order to remove the hazardous intersections that occur within the said city and create an emergency for the immediate preservation of the public's peace, health, safety and general welfare requires that this ordinance take effect immediately from and after its passage, AND IT IS ACCORDINGLY SO ORDAINED.

PASSED this 23 day of February, 1981.

APPROVED this 23 day of February, 1981.



Ralph B. Collins
Ralph B. Collins
Mayor, City of East Mountain

Judy Kirschke
Judy Kirschke
City Secretary

APPROVED AS TO FORM:

Harry Heard
Harry Heard
City Attorney

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS |
COUNTY OF UPSHUR | KNOW ALL MEN BY THESE PRESENTS

The undersigned, Well Tech, Inc., hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 2, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 2, over which Commissioner has jurisdiction and obligation to maintain in good repair and both parties being aware of possible damage to said roads as a result of hauling on and over same enter into the following agreement.

1.

First Party agrees to use only that section of (describe road) Lavender Road

2.

First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road so that said road will be open to travel by the public at all times.

3.

First Party agrees to grade, maintain and otherwise repair said road using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing drilling equipment from its lands located in Precinct No. 2, Upshur County.

4.

First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.

First Party agrees to post surety bond in the amount of _____ to Upshur County Commissioners Court to insure performance of agreement.

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S. are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

WITNESS our hands this the 24 day of May, A.D. 19 82.

[Signature]
FIRST PARTY Well Tech, Inc.
P.O. Box 141
Carthage, Texas 76033

[Signature]
COUNTY CLERK

[Signature]
COMMISSIONER #1

[Signature]
COMMISSIONER #2

[Signature]
COMMISSIONER #3

[Signature]
COMMISSIONER #4

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS §
COUNTY OF UPSHUR § KNOW ALL MEN BY THESE PRESENTS

The undersigned, International Paper Company, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 1, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 1, over which Commissioner has jurisdiction and obligation to maintain in good repair and both parties being aware of possible damage to said roads as a result of hauling on and over same enter into the following agreement.

1.

First Party agrees to use only that section of (describe road) Kingfisher, Goldfinch, Bob O Link, and Guinea Road

2.

First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road so that the said road will be open to travel by the public at all times.

3.

First Party agrees to grade, maintain and otherwise repair said road using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing Dogs from its lands located in Precinct No. 1, Upshur County.

4.

First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operation on the part of First Party.

5.

First Party agrees to post surety bond in the amount of _____ to Upshur County Commissioners Court to insure performance of agreement.*

First Party agrees to furnish proof of liability insurance with _____ to the Commissioners Court of Upshur County.*

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.S.C., but the rights and authority granted the Commissioner by the terms of Article 6716 V.A.C.S. are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

WITNESS our hands this the 24 day of May, A.D. 19 82.

Walter Mason
FIRST PARTY

INTERNATIONAL Paper Co
Box 395
Queen City Tex

Edward Deane
COUNTY JUDGE

Delmo Lawson
COMMISSIONER, PRECINCT 1

J.W. Meadows
COMMISSIONER, PRECINCT 2

C. J. Still
COMMISSIONER, PRECINCT 3

David Sherman
COMMISSIONER, PRECINCT 4

* Strike if not applicable

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

PRECINCT 4
DATE May 18, 1982

Formal notice is hereby given that Katie Sester
whose principal address is 5217 Young Drive, Box 82604, The Colony Tex. 75056
does propose to place a culvert installation
within the ROW of County Road Groundhog Road
as follows:

The location and description of the proposed lines or appertenances is more fully shown by three (3) copies of drawings attached to this application.
All work will be as directed by the County Commissioner or his designate in full accordance with Upshur County Road & Bridge Department policies and specifications.
Proposed construction will begin, if approved, on or after _____ day of _____, 19____.

370-0284

NAME (Katie) Mary Catherine Sester

TITLE _____

ADDRESS _____

Approved
5-24-82

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

PRECINCT 2
DATE 5-14-82

Formal notice is hereby given that Louis Adams
whose principal address is 411 Bay 160 Ave City, Tex
does propose to place a Water Line P
within the ROW of County Road Boysia Lane
as follows:

H₂O Line

The location and description of the proposed lines or appertenances is more fully shown by three (3) copies of drawings attached to this application.

All work will be as directed by the County Commissioner or his designate in full accordance with Upshur County Road & Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after _____ day of _____, 19____.

NAME Louis Adams

TITLE _____

ADDRESS _____

[Signature]
3-24-82

PERMIT APPLICATION FOR
USE OF UPSHUR COUNTY RIGHT OF WAY

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

PRECINCT 2
DATE May 21, 1982

Formal notice is hereby given that Frank Yeager
whose principal address is P.O. Box 427 Rt. 1, Ore City, Texas 75683
does propose to place a culvert installation (2)
within the ROW of County Road Landing Road
as follows:

The location and description of the proposed lines or appertenances is more fully shown by three (3) copies of drawings attached to this application.

All work will be as directed by the County Commissioner or his designate in full accordance with Upshur County Road & Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after _____ day of _____, 19____.

NAME Frank Yeager

TITLE _____

ADDRESS _____

approved
5-24-82

VOL 22 PG 379

DEPUTATION

THE STATE OF TEXAS

County of Upshur }
 County Clerk of the County of Upshur and State of Texas, having full confidence in Debbie Henderson of said County and State, do hereby, with the consent of the Honorable Commissioners' Court of Upshur County, nominate and appoint Debbie Henderson, the said Debbie Henderson my true and lawful deputy, in my name, place and stead, to do and perform any and all acts and things pertaining to the office of said County Clerk of said County and State, hereby ratifying and confirming any and all such acts and things lawfully done in the premises by virtue hereof.

WITNESS my hand, this 20th day of May 1982
Debbie Henderson County Clerk
 of Upshur County, Texas.

THE STATE OF TEXAS

County of Upshur }
 Notary Public in and for Upshur County, Texas,
 on this day personally appeared J. B. Hill, Jr., County Clerk

known to me to be the person whose name is subscribed to the foregoing deputation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office at Gilmer, Texas

this 20 day of May 1982

C. H. Pitman
 Notary Public in and for
 Upshur County, Texas

OATH OF OFFICE

I, Debbie Henderson do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Deputy County Clerk of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and Laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not, directly nor indirectly, paid, offered or promised to pay, contributed nor promised to contribute, any money or valuable thing, or promised any public office or employment, as a reward to secure my appointment, or the confirmation thereof. So help me God.

Subscribed and sworn to before me, this 24th day of May 1982

C. H. Pitman
 Notary Public in and for Upshur
 County, Texas

DWIGHT BRANNON
CRIM. DIST. ATTORNEY

MARK H. FERNANDEZ
ASSISTANT



P. O. BOX 730
COURTHOUSE
PH. 214/643-5515

CRIMINAL DISTRICT ATTORNEY
UPSHUR COUNTY COURTHOUSE
GILMER, TEXAS
75644

May 20, 1982

Commissioners Court
Upshur County, Texas
P.O. Box 730
Gilmer, Texas 75644

Dear Gentlemen:

On this date, as specified under my statutory authority, I have employed the Honorable Welby K. Parish as Assistant Criminal District Attorney and Special Prosecutor for the purpose of aiding and assisting me in handling the recent numerous controlled substance related felony cases.

I have this position available as an opening in my office with the proper funds already budgeted. I request the Commissioners Court to direct the County Auditor to place Mr. Parish on the master payroll for the Assistant Criminal District Attorney's salary as budgeted in the Fall of 1981.

Thanking you in advance for your prompt attention to this matter, I am

Yours truly,

Dwight Brannon
Dwight Brannon

DB/ab

cc: Honorable Virgil Mulanax
District Judge
P.O. Box 871
Gilmer, Texas

Mr. Keith Barber
County Auditor
P.O. Box 730
Gilmer, Texas 75644

State Department of Highways
and Public Transportation
Form D-15-14
Page 1 of 4
Rev. 7-75

Parcel No. 60

VOL 22 PG 381

DEED

THE STATE OF TEXAS X
 X
COUNTY OF UPSHUR X

KNOW ALL MEN BY THESE PRESENTS:

That Norton Lovell and wife, Lou Ethel Lovell

of the County of Upshur, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Three Hundred and No/100 (\$ 300.00) Dollars to Grantors in hand paid by the State of Texas, acting by and through the State Highway and Public Transportation Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day sold, and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas, all that certain tract or parcel of land in Upshur County, Texas, and being more particularly described as follows, to wit:

(SEE ATTACHED FIELD NOTES)

VOL 22 PG 382

Account: 8019-1-34
County: Upshur
Highway: State 300
Project Limits:
From U.S. Highway 271 in Gilmer,
Southeast to Gregg County Line

CHECKED AND COMPARED:

[Signature] JRS

CERTIFIED CORRECT:

[Signature] 11-24-81
District Engineer Date

Field Notes for Parcel No. 60
Name: Norton Lovell

Being 0.15 acre of land, more or less, out of and a part of that certain 39 acre tract of land lying and being in the J. Day Headright Survey, Abstract No. 124, in Upshur County, Texas, said 39 acre tract being the same land described in a deed from Josephine Lovell Banks to Norton Lovell dated April 16, 1981, recorded in Volume 419, Page 823, Deed Records of Upshur County, Texas, said 0.15 acre parcel of land being more particularly described by metes and bounds as follows:

BEGINNING at a point in the north boundary line of the above described 39 acre tract, said point being North $88^{\circ} 35'$ East a distance of 565 feet from the apparent Southeast corner of the M. P. Torres Headright Survey and also being at right angle to and 370.29 feet from Engineer's Survey Line Station 449 + 92.47 of State Highway 300;

THENCE NORTH $88^{\circ} 35'$ East following the North boundary line of said 39 acre tract, a distance of 51.55 feet to a point in the West right of way line of Hummingbird Road;

THENCE SOUTH $1^{\circ} 27'$ West following the West right of way line of Hummingbird Road, a distance of 140.47 feet;

THENCE SOUTH $89^{\circ} 06'$ West a distance of 38.97 feet;

THENCE NORTH $3^{\circ} 41'$ West a distance of 140.06 feet to the POINT OF BEGINNING, containing an area of 0.15 acre of land, more or less.

AVE and EXCEPT, HOWEVER, it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the above described property, to wit:

None

Grantors covenant and agree to remove the above described improvements from said land by _____, 19____, subject, however, to such extensions of time as may be granted by the State in writing; and if, for any reason, Grantors fail or refuse to remove same within said period of time prescribed, then, without any further consideration, the title to all or any part of such improvements not so removed shall pass to and vest in the State of Texas forever.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the State to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the above described premises herein conveyed together with all and singular the rights and appurtenances thereof in anywise belonging, unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 17th day of May, 1982.

Norton Lovell
Norton Lovell
Lou Ethel Lovell
Lou Ethel Lovell

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS

County of Upshur

Before me, the undersigned, a notary public in and for said County and State, on this day personally appeared Norton Lovell and wife, Lou Ethel Lovell

_____, known to me (or proved to me on the oath of _____, a credible witness) to be the person g whose names are subscribed to the foregoing instrument and acknowledged to me that the.y. executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 17th day of May, 1982
Matthew Martin

Notary Public in and for Upshur County, Texas.

VOL-22 PG-384

CORPORATION ACKNOWLEDGMENT

STATE OF TEXAS

County of _____

BEFORE ME, the undersigned authority, a notary public in and for _____ County, Texas, on this day personally appeared _____

of _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said _____, a corporation and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the _____ day of _____, 19_____

Notary Public in and for _____ County, Texas.

Parcel No. 60
County Upshur
Highway No. S.H. 300
Control 8019 Sec. 1 Job 34
Account or Federal No. _____
Between _____ and _____

DEED

Norton Lovell, Et Ux Grantors

TO

THE STATE OF TEXAS
Austin, Texas

Filed for Record

This _____ day of _____
A. D. 19____, at _____ o'clock _____ M.

Recorded

This _____ day of _____
A. D. 19____, in _____

County, Texas, Records of Deeds,

Book _____ Page _____

County Clerk

Deputy.

Return To: _____

ENDORSEMENTS

THE STATE OF TEXAS,

County of _____

I, _____, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing, dated the _____ day of _____ A. D. 19____ with its authentication, was filed for record in my office on the _____ day of _____, A. D. 19____ at _____ o'clock _____ M., and duly recorded this the _____ day of _____, A. D. 19____ at _____ o'clock _____ M., in the Deed Records of said County, in Volume _____ on Page _____

Witness my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

Clerk of Court, _____ County, Texas.

By _____ Deputy.

5-21-82

GENERAL FUND

CLAIM NO.	VENDOR	ITEM	AMOUNT
809	General Telephone	S&C	514.18
810	Patricia Harrison	"	269.75
811	Loyd Funeral Home	"	220.00
812	Keith Barber	"	40.84
813	Keith Barber	"	224.92
814.	W.C. Bill Jones	"	27.40
815	W.C. Bill Jones	"	395.71
816	Burnice Ashbrook	"	10.35
817	Arkla Gas	"	142.96
818	TDC	Supp.	9.00
819	Gulf Oil Corp.	"	748.18
820	James Beasley	S&C	24.19
821	Quality Auto	"	236.20
	"	Supp.	-
822	Ford Memorial	S&C	55.10
823	Paul Steelman	Supp.	2.50
824	Dale Jewkes	S&C	125.00
825	Glenn M. Aubrey	"	159.57
826	Postmaster	Supp.	500.00
827	Postmaster	"	495.60
U. R&B			
9	Steven Elvis Borden	S&C	186.69
DEBT SERVICE			
38	Darr Equipment Co.	Cap. Out.	32,000.00
R&B 2			
143	Hebert L. Young	Supp.	998.29
144	TDC	"	120.00
R&B 3			
150	Weeks Welding & Repair	Supp.	9.00
152	Arkla Gas	S&C	8.40
R&B 4			
154	Weeks Welding & Repair	Supp.	12.00
155	Gilmer Seed & Feed	"	31.20
R.O.W.			
29	Norton & Lou Ethel Lovell	Cap. Out.	300.00

VOL 27 PG. 386

TO: PAYROLL DEPARTMENT

PLEASE ENTER THE FOLLOWING CHANGE(S) IN YOUR RECORDS TO TAKE

EFFECT 5-1-82
(DATE & TIME)

EMPLOYEE Jo Ann Loftis

SOCIAL SECURITY NO 456-58-3528 CLOCK NO. CC

THE CHANGE(S)

<input checked="" type="checkbox"/> CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input type="checkbox"/> JOB		
<input type="checkbox"/> SHIFT		
<input checked="" type="checkbox"/> RATE	673.49	680.16
<input type="checkbox"/>		

REASON FOR THE CHANGE(S)

- HIRED
- RE HIRED
- PROMOTION
- DEMOTION
- TRANSFER
- MERIT INCREASE
- UNION SCALE
- PROBATIONARY PERIOD COMPLETED
- LENGTH OF SERVICE INCREASE
- RE EVALUATION OF EXISTING JOB
- RESIGNATION
- RETIREMENT
- LAYOFF
- DISCHARGE

LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)

OTHER (EXPLAIN) _____

CHANGE AUTHORIZED BY _____ DATE _____

CHANGE APPROVED BY J. B. [Signature] DATE 5-24-82

TO: PAYROLL DEPARTMENT VOL 22 PG 387

PLEASE ENTER THE FOLLOWING CHANGE(S) IN YOUR RECORDS TO TAKE

EFFECT 5-1-82
(DATE & TIME)

EMPLOYEE George Pool

SOCIAL SECURITY NO 455-20-5410 CLOCK NO R4B 3

THE CHANGE(S)

<input checked="" type="checkbox"/> CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input type="checkbox"/> JOB		
<input type="checkbox"/> SHIFT		
<input checked="" type="checkbox"/> RATE	<u>1,244.32</u>	<u>1,260.07</u>
<input type="checkbox"/>		

REASON FOR THE CHANGE(S)

- HIRED
- RE HIRED
- PROMOTION
- DEMOTION
- TRANSFER
- MERIT INCREASE
- UNION SCALE
- PROBATIONARY PERIOD COMPLETED
- LENGTH OF SERVICE INCREASE
- RE EVALUATION OF EXISTING JOB
- RESIGNATION
- RETIREMENT
- LAYOFF
- DISCHARGE

LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)

OTHER (EXPLAIN) _____

CHANGE AUTHORIZED BY _____ DATE _____

CHANGE APPROVED BY C. J. Hill DATE _____

VOL 22 PG 388

TO: PAYROLL DEPARTMENT

PLEASE ENTER THE FOLLOWING CHANGE(S) IN YOUR RECORDS TO TAKE

EFFECT 5-1-82
(DATE & TIME)

EMPLOYEE Alice Blasingame

SOCIAL SECURITY NO 467-70-2333 CLOCK NO 0A

THE CHANGE(S)

<input checked="" type="checkbox"/> CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input type="checkbox"/> JOB		
<input type="checkbox"/> SHIFT		
<input checked="" type="checkbox"/> RATE	796.27	807.81
<input type="checkbox"/>		

REASON FOR THE CHANGE(S)

- HIRED
- RE HIRED
- PROMOTION
- DEMOTION
- TRANSFER
- MERIT INCREASE
- UNION SCALE
- PROBATIONARY PERIOD COMPLETED
- LENGTH OF SERVICE INCREASE
- RE EVALUATION OF EXISTING JOB
- RESIGNATION
- RETIREMENT
- LAYOFF
- DISCHARGE

LEAVE OF ABSENCE FROM _____ UNTH. _____
(DATE) (DATE)

OTHER (EXPLAIN) _____

CHANGE AUTHORIZED BY _____ DATE _____

CHANGE APPROVED BY _____ DATE _____

TO: PAYROLL DEPARTMENT

VOL 22 PG 389

PLEASE ENTER THE FOLLOWING CHANGE(S) IN YOUR RECORDS TO TAKE

EFFECT 5-1-82
(DATE & TIME)

EMPLOYEE Floydia Chalk

SOCIAL SECURITY NO 449-48-6260 CLOCK NO R4B 3

THE CHANGE(S)

<input checked="" type="checkbox"/> CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input type="checkbox"/> JOB		
<input type="checkbox"/> SHIFT		
<input checked="" type="checkbox"/> RATE	1,018.27	1,033.03
<input type="checkbox"/>		

REASON FOR THE CHANGE(S)

- HIRED
- RE HIRED
- PROMOTION
- DEMOTION
- TRANSFER
- MERIT INCREASE
- UNION SCALE
- PROBATIONARY PERIOD COMPLETED
- LENGTH OF SERVICE INCREASE
- RE EVALUATION OF EXISTING JOB
- RESIGNATION
- RETIREMENT
- LAYOFF
- DISCHARGE

LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)

OTHER (EXPLAIN) _____

CHANGE AUTHORIZED BY _____ DATE _____

CHANGE APPROVED BY C. J. [Signature] DATE _____

VOL 22 PG. 390

TO: PAYROLL DEPARTMENT

PLEASE ENTER THE FOLLOWING CHANGE(S) IN YOUR RECORDS TO TAKE

EFFECT 5-1-82
(DATE & TIME)

EMPLOYEE Nancy Onstad

SOCIAL SECURITY NO 502-68-0180 CLOCK NO CSF

THE CHANGE(S)

<input checked="" type="checkbox"/> CHECK ALL APPLICABLE BOXES	FROM	TO
<input type="checkbox"/> DEPARTMENT		
<input type="checkbox"/> JOB		
<input type="checkbox"/> SHIFT		
<input checked="" type="checkbox"/> RATE	1,050.00	1,071.00
<input type="checkbox"/>		

REASON FOR THE CHANGE(S) VOL 22 PG 391

- | | |
|---|---|
| <input type="checkbox"/> HIRED | <input type="checkbox"/> PROBATIONARY PERIOD COMPLETED |
| <input type="checkbox"/> RE HIRED | <input type="checkbox"/> LENGTH OF SERVICE INCREASE |
| <input type="checkbox"/> PROMOTION | <input checked="" type="checkbox"/> RE EVALUATION OF EXISTING JOB |
| <input type="checkbox"/> DEMOTION | <input type="checkbox"/> RESIGNATION |
| <input type="checkbox"/> TRANSFER | <input type="checkbox"/> RETIREMENT |
| <input type="checkbox"/> MERIT INCREASE | <input type="checkbox"/> LAYOFF |
| <input type="checkbox"/> UNION SCALE | <input type="checkbox"/> DISCHARGE |

LEAVE OF ABSENCE FROM _____ (DATE) UNTIL _____ (DATE)

OTHER (EXPLAIN) _____

CHANGE AUTHORIZED BY Walter Jacobs DATE 24/may/62

CHANGE APPROVED BY _____ DATE _____

LAWYER'S TITLE AGENCY OF GREGG COUNTY
P. O. BOX 1048 757-5110
LONGVIEW, TEXAS 75008

227



PAY TO THE ORDER OF *County Clerk, Hopkins Co*

c/s

10 52 88-742
1119

\$ 190.⁰⁰

DOLLARS

FEE	June	150	00
NAMES		5	00
68-12-0		35	00

Tom H. G. [unclear]

⑆111907429⑆ 03 0015 2⑈